

CONTRACT #6
RFS # 331.11-007

Department of Education

VENDOR:
Measurement Incorporated

RECEIVED

MAY 09 2006

FISCAL REVIEW



PHIL BREDESEN
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

LANA C. SEIVERS, Ed.D.
COMMISSIONER

To: Ms. Leni Chick, Fiscal Review
From: Lana C. Seivers, Commissioner *LCS*
Date: May 9, 2006
RE: Request to appear before Fiscal Review Committee

Please consider the enclosed request to appear before the Fiscal Review Committee to answer any questions regarding the proposed Non-Competitive Amendment to FA-04-15822-00 – Contract with Measurement Incorporated.

The proposed amendment will add two deliverables which will address the need for scoring of the TCAP-Alt writing assessment which is administered to children with special needs in grades 5, 8, and 11. The proposed amendment also allows for additional deliverables for TCAP-Alt writing assessment at no additional cost to the State, as well as modify the payment methodology in order to correctly reflect unit costs in the appropriate fiscal years.

Thank you for your consideration to our request.

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

 Commissioner of Finance & Administration
 Date:

 EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.11-007-04	
2) State Agency Name :	Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	For the provision of scoring the Writing Assessment papers and printing the materials for K-12.	
4) Contractor :	Measurement Incorporated	
5) Contract #	FA-04-15822-00	
6) Contract Start Date :	January 1, 2004	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$5,109,313.54	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	2	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	April 1, 2006	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$5,342,959.54	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
<p>This amendment provides for the following two (2) additional deliverables at a cost increase of \$233,646.00. These costs will be paid from a federal grant for Special Education.</p> <p>1. A.11.2 Conduct anchor setting meetings for the TCAP Alternative (ALT) writing assessment at a cost of \$126,420 over three (3) years. Anchor setting establish writing papers that will be used as standards at each score point. The writing assessment is scored holistically by readers using a 6 point rubric. The rubric defines the scores.</p>		

2. 11.3 Conduct room leader and reader training for the TCAP ALT writing assessment at a cost of \$107,226 over three (3) years.

Additional changes requested in Amendment 2, which are at no cost to the state, include the following:

1. Amendment 1 provided for the addition of one (1) ALT prompt to be used for assessing all students in grades 5, 8, and 11. A prompt defines the topic for the student's writing. Prompts have two basic parts: the writing topic and the directions for writing. Amendment 2 will provide two (2) additional prompts for a total of three (3), one for each grade 5, 8, and 11. Amendment 1 defined the assessment as ASA (Alternative Standards Assessment). Clarification from USDOE has changed this to TCAP Writing Alternative Assessment (TCAP/WA-Alt). Amendment 2 will provide for changes in the Scope of Services correcting/clarifying references made to ASA in Amendment 1.
2. Modify C.3 payment methodology for Production and Ancillary materials to reflect unit costs in the appropriate contract years. When the RFP was written, it was assumed that the contractor would provide materials in the first year of the contract. The RFP was released later than anticipated and the State provided the materials for the first year of the contract. Costs for these materials should have been reflected in years two through five (2-5). Costs are exactly the same as originally provided in the RFP and contract; the amendment will delete quantities from year one (1) and add quantities to future years.
3. Modify Communication Contacts to reflect new Division name and Director.
4. Include the scoring rubric for TCAP/WA-Alt in Attachment 1.

15) Explanation of Need for the Proposed Amendment :

The clarification regarding testing requirements for special education students specified that the ALT Writing Assessment must be expanded from one prompt to be used for all special education students in grades 5, 8, and 11 to a separate prompt for each grade level. This change requires additional scoring activities, to include separate anchor setting and room leader trainings for the three (3) ALT prompts.

In addition to the requirement for testing at all grades, USDOE redefined the assessment which has required the name change to TCAP Writing Alternative Assessment (TCAP/WA-Alt). Additional changes are intended to provide clarity regarding contractor responsibilities for both the regular and alternative assessments. Amendment 1 addressed reporting needs for ASA, however it was not wholly inclusive of the specific services that would include this additional assessment.

Modification of the payment methodology will provide the state with an accurate audit for materials pricing and will ensure that unit costs are invoiced in the correct year.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Measurement, Incorporated; 423 Morris Street; Durham, NC 27701

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

TDOE negotiated with the vendor to obtain the two (2) alternative assessment scoring activities at a reduced price from the regular assessment scoring activities. The costs for the scoring activities will be paid through a federal grant for special education assessment. The additional changes that are requested in this amendment are at no cost.

TDOE contacted two other vendors and requested bids for these services, the bids were higher than the prices negotiated with the existing vendor. See Comparisons Below and bids attached:

TCAP/WA-Alt Bid Comparison

Product Description / year delivered	Measurement Incorporated	Pearson Educational Measurement	CTB/McGraw-Hill
Conduct Alt Anchor Setting			
2006	\$40,500	\$57,500	\$56,300
2007	\$42,120	\$58,650	\$57,100
2008	\$43,800	\$59,825	\$58,125
Conduct Alt Reader Training			
2006	\$34,464	\$71,500	\$75,155
2007	\$35,844	\$72,950	\$76,000
2008	\$36,918	\$74,500	\$77,155
Total Additional Cost	\$233,646	\$394,925	\$399,835

21) Justification for the Proposed Non-Competitive Amendment :

This contract resulted from an RFP process. This request for an amendment is based upon the purchase of services similar to those provided within the existing contract. Due to the smaller population of students assessed with the TCAP/WA-Alt, the costs for the additional scoring activities are at a reduced rate from the regular writing assessments. See the attached spreadsheet for a comparison of the costs for these additions.

The inclusion of the scoring of the Special Education ALT writing assessment is considered a natural progression to the existing scope of services. The additional scoring activities are identical in scope to those defined in the contract with the exception of the test being scored and the size of the population being assessed. Utilizing Measurement Incorporated for establishing the anchor papers by which the Alt tests will be scored and training the readers who will do the scoring will ensure accurate and consistent scores for the Alt assessment overall as well as in comparison to the state's regular writing assessment. Measurement Incorporated has worked with the state for over ten (10) years in providing, scoring, and reporting our Writing Assessment. The writing scores are included in reporting to USDOE for Annual Yearly Progress (AYP) as well as the Tennessee Value Added Assessment System (TVAAS) and the state report card. Measurement Incorporated has a proven and reliable track record in providing consistent and accurate data for the Writing Assessment.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Lana C. Lewis

5-9-06

Agency Head Signature

Date

Measurement, Inc. Cost Evaluation Audit**Contract: FA-04-45822-01**

Product Description	1/1/04- 12/31/04	1/1/05-12/31/05	1/1/06-12/31/06	1/1/07-12/31/07	1/1/08-12/31/08
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Scoring

Conduct Anchor Setting Meetings by last week in February (Includes copying of responses and other services requested in Section A.11.2 (a-i). Honoraria for Tennessee educators are budgeted at \$150.00 per day. Substitute teacher pay is budgeted at \$75.00 p

Projected Annual Total	1	1	1	1	1
Cost/completion	\$64,261	\$66,189	\$68,175	\$70,220	\$72,327
Projected Cost	\$64,261.00	\$66,189.00	\$68,175.00	\$70,220.00	\$72,327.00

TCAP-Alt Conduct Anchor Setting Meetings by last week in February (Includes copying of responses and other services requested in Section A.11.2 (a-i). Honoraria for Tennessee educators are budgeted at \$150.00 per day. Substitute teacher pay is budgeted at

Projected Annual Total	1	1	1	1	1
Cost/completion			\$40,500	\$42,120	\$43,800
Projected Cost			\$40,500.00	\$42,120.00	\$43,800.00

Conduct Room Leader and Reader Training by end of second full week in March

Projected Annual Total	1	1	1	1	1
Cost/completion	\$107,385	\$110,607	\$113,925	\$117,343	\$120,863
Projected Cost	\$107,385.00	\$110,607.00	\$113,925.00	\$117,343.00	\$120,863.00

TCAP-Alt Conduct Room Leader and Reader Training by end of second full week in March

Projected Annual Total	1	1	1	1	1
Cost/completion			\$34,464	\$35,844	\$36,918
Projected Cost			\$34,464.00	\$35,844.00	\$36,918.00

Original total	\$171,646.00	\$176,796.00	\$182,100.00	\$187,563.00	\$193,190.00
Alt Additions			\$74,964.00	\$77,964.00	\$80,718.00
Grand Total	\$171,646.00	\$176,796.00	\$257,064.00	\$265,527.00	\$273,908.00

5 yr original total	\$911,295.00
5 yr alt additions	\$233,646.00
5 yr grand total	\$1,144,941.00

**AMENDMENT # 02
TO CONTRACT FA-04-15822-00**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the State, and MEASUREMENT INCORPORATED, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete the following in Section A.1. Definitions:

- ASA – Alternate Standards Assessment

2. Add the following to Section A.1. Definitions:

- TCAP/WA-Alt – TCAP Writing Alternative Assessment

3. Delete the introduction to Section A.2 on pages 1 and 2 in its entirety and replace with the following:

The Tennessee Comprehensive Assessment Program Writing Assessment (TCAP/WA) is a performance-based assessment of student writing skills of the Tennessee English Language Arts Curriculum Standards (Performance Indicators and Accomplishments). The Writing Assessment shall be implemented through a multi-step, joint approval process between the Contractor and the State. As in the past, the State will develop prompts and distribute the TCAP/WA to Tennessee school systems for administration. The Contractor will print all necessary materials, process, score and report results of the TCAP/WA.

The TCAP/WA is given at three grade levels, currently 5, 8 and 11. The TCAP/WA-Alt is given at three grade levels, currently 5, 8 and 11. Students at each grade level respond to an assigned prompt within a specific time period. Each of the prompts assesses a different type of writing: narrative in the elementary grade, expository in the middle school grade, and persuasive in the high school grade. The TCAP/WA essays are scored holistically using a State developed rubric and blind scoring methods. (See Attachment 1.)

4. Delete Sections A.2.2 and A.2.3 on page 2 in their entirety and replace with the following:

2. Maintaining test validity, reliability, and equivalent prompts across years is a fundamental priority of the program. The Contractor is required to provide the human resources and technology needed to implement the TCAP/WA and TCAP/WA-Alt according to State standards.
3. The test results at all three grade levels are used for school accountability. Because of the high stakes nature of TCAP/WA and TCAP/WA-Alt, all aspects of test administration, scoring, and reporting will be undertaken with diligence for test security and score validity.

5. Delete Section A.3.5 on page 3 in its entirety and replace with the following:

5. Read behinds will be conducted by State staff and consultants of at least 200 responses for the TCAP/WA and 50 responses for the TCAP/WA-Alt per week to assure validity of scoring. Calibration and retraining of affected readers will take place by room leaders as needed and rescoring will take place as necessary.

6. Delete Sections A.6.1 and A.6.2 on page 7 in their entirety and replace with the following:

1. Test Directions:

- a. Test directions must be printed on one page of 8 ½ x 11 white paper in black ink.
- b. Design and content for the test directions will be provided to the Contractor by the State. (See Attachment 6.)
- c. Directions will be printed for each grade level at the ratio of one per student tested.

2. Prompt Sheets:

- a. Prompt Sheets will be printed on one page of 8 ½ by 11 white paper in black ink.
- b. Design and content for the prompt sheets will be provided to the Contractor by the State. (See Attachment 6.)
- c. Prompts will be printed for each grade level at the ratio of one per student tested.

7. Delete Section A.6.6 on page 8 in its entirety and replace with the following:

6. Test Administration Manual: This document is provided to assist the test administrator during the testing session. Administration requirements for all grades assessed by TCAP/WA and WA-Alt shall be included in the manual. Manuals are provided at a ratio of one manual per 15 students.

The manual will include information about checking materials, planning testing schedules, organizing classrooms, preparation of students, use of standardized testing procedures, security of materials, completing the demographic portion of the answer documents, accommodations instructions, test directions, administration of the test, assembly of materials for return, and distribution of reports. This product will be developed by the State, and the Contractor will make it available in printed form and for downloading from the Internet on a secure site. Revisions will be made as necessary to reflect program changes.

8. Delete the introduction to A.6.9 on page 8 in its entirety and replace with the following:

9. Alternate Versions: Large print and Braille versions of student test materials (prompt, directions, large print answer documents) will be provided by the Contractor for each administration for both TCAP/WA and TCAP/WA-Alt.

9. Delete Section A.7.3 on page 9 in its entirety and replace with the following:

3. The Contractor will produce a Posttest Brochure. The brochure will be delivered to the Systems along with initial reports (see Section A. 13.1.b) by May 1 of each year.

- Posttest Brochure: A pamphlet that describes the report forms used for each administration will be developed. This pamphlet will describe the scoring process, scoring rubric, and report forms distributed to students, schools and districts. It will also contain supported information related to interpreting the test results. This document will be distributed with the printed test scores by May 1 or the last business day prior to May 1.
 - a. Includes thumbnail image of the student score report
 - b. Preprinted on colored paper in black ink

10. Delete Section A.9.1.e through f on pages 11 and in their entirety and replace with the following:

- e. Braille and large-print materials are to be packaged and labeled separately and included in the shipment of test materials to the State.

- f. TCAP/WA-Alt materials are to be packaged and labeled separately and included in the shipment of test materials to the State.
- g. The Contractor will be responsible for mailing or shipping any miscellaneous materials to the State and systems as situations arise. The Contractor is required to secure the services of shippers who will provide inside delivery and unload large shipments onto loading docks.
- h. The Contractor will adhere to shipping schedule determined by the State as put forth in Attachment 5.

11. Delete Section A.10.4 on page 12 in its entirety and replace with the following:

- 4. The Contractor will include in check-in procedures a method of checking for and retrieving answer documents and absentee documents erroneously packaged with used and unused materials, inactive materials, or prompt/directions pages. Include procedure for checking for Alt documents.

12. Delete the introduction to Section A.11 on page 12 in its entirety and replace with the following:

Hand scoring blind responses with accuracy and consistency is a key component in maintaining the reliability and integrity of the TCAP/WA and WA-Alt programs. The Contractor is required to maintain high levels of scoring accuracy while meeting scoring deadlines as defined in this section.

The Contractor will implement hand scoring processes that are reliable and valid as well as efficient in terms of time and expenditures. The Contractor will consider alternatives that will make it possible for the statewide assessments to be processed according to a timeline that is more efficient than the one specified herein and adhere to the State's requirements.

13. Delete Section A.11.2 in its entirety and replace with the following:

2. Scoring Anchor Papers

- a. Prior to the scoring of responses to the Writing Assessment, the Contractor will be responsible for organizing and implementing a meeting to select anchor papers for each grade assessed for the TCAP/WA. A separate meeting shall be conducted for TCAP/WA-Alt. The State will select the TN educators and consultants participating in the meetings.
- b. The Contractor will be responsible for making two legible copies of a sample of 2000 student responses per grade and a sample of 100 student responses per Alt grade. Copies will be sent to the State and to expert reader consultants designated by the State. Criteria for sample papers will be provided by the State to the Contractor.
- c. The meetings will take place in Nashville, TN, and will involve at least twenty-five (25) Tennessee educators per grade level, at least twenty (20) Tennessee educators per Alt grade level, State staff and expert reader consultants, and the Contractor's scoring directors.
- d. The meetings will be used to establish anchor papers for the current year's scoring. Small group meetings will be conducted for each prompt/grade combination during the anchor setting meetings.

- e. The Contractor will arrange, organize, and pay the cost of anchor paper scoring committee meetings. The State will designate Tennessee educators and consultants from outside the State to participate in this process as needed.
- f. All costs, including meeting room and equipment rental, meeting materials, travel and per diem costs of participants (excluding State employees) will be paid by the Contractor. Reimbursement rate for participants will not exceed those stipulated in State Comprehensive Travel Regulations. The Contractor will reimburse school systems for substitute teachers if the Contractor holds meetings during the school year.
- g. Contractor staff will participate in the meetings with Tennessee educators, as required. The Contractor will be responsible for all expenses associated with Contractor staff travel and participation. The Contractor's project manager or designee will be present at meetings for overall consultation purposes. The Contractor will provide the appropriate content, statistical, psychometric, and other professional staff persons to participate in each of the meetings.
- h. After the meetings, State staff assisted by expert reader consultants will finalize the student responses to be used for the anchor papers for each grade level.
- i. The Contractor will provide 25 copies each of 24 State selected TCAP/WA student essays per grade level to be used as training sets for anchor paper scoring. The contractor will also provide copies of 200 additional State selected student essays per grade level to be used in anchor paper setting along with the training sets.
- j. The Contractor will provide 20 copies each of 24 State selected TCAP/WA-Alt student essays per grade level to be used as training sets for anchor paper scoring. The contractor will also provide copies of 50 additional State selected student essays per grade level to be used in anchor paper setting along with the training sets.

14. Delete the introduction to Section A.11.3 on page 13 in its entirety and replace with the following:

3. Conduct Reader Training and Prepare for Scoring

The State will approve all student responses used to develop the scoring guidelines, training, calibration, and validity sets. For each TCAP/WA grade level the State will provide the holistic scoring rubric, grade-level anchor papers at each score point, two (2) training sets of twenty papers each, four (4) qualifying sets of twelve (12) papers each, and a sufficient quantity of scored papers to be used by the Contractor as validity sets and calibration/recalibration sets. For each TCAP/WA-Alt grade level the State will provide the holistic scoring rubric, grade-level anchor papers at each score point, one (1) training set of twenty papers each, two (2) qualifying sets of twelve (12) papers each, and a sufficient quantity of scored papers to be used by the Contractor as validity sets and calibration/recalibration sets.

15. Delete Section A.11.3.b on page 14 in its entirety and replace with the following:

- b. State consultants and expert reader consultants will be present during reader training and the beginning of scoring the TCAP/WA.

16. Delete Section A.11.7.b on page 16 in its entirety and replace with the following:

- b. The Contractor will conduct separate training for each grade level of the TCAP/WA and TCAP/WA-Alt responses. The team leaders will conduct training under the direction of scoring directors in consultation with State staff and Consultants. The State will have final approval of all training techniques. The purpose of the training is to ensure that each person who scores TCAP/WA and TCAP/WA-Alt has met the State's standards for scoring.

17. Delete Section A.11.9.b on page 17 in its entirety and replace with the following:

- b. TCAP/WA and TCAP/WA-Alt essays will be holistically scored independently by two readers using blind scoring methods. The State will provide the Contractor with a specific set of scoring rules for resolving disagreement between first and second readings with third and, infrequently, fourth readings and for calculating final scores.

18. Delete Section A.12.1 on page 18 in its entirety and replace with the following:

1. The Contractor will design and implement systems to facilitate processing, scoring, and reporting student results from each administration. The Contractor will also develop a plan to verify the accuracy of data produced during each processing step. The Contractor will also design and implement a separate Alt system to facilitate processing, scoring, and reporting student results from each administration including the ability to disaggregate and aggregate the results.

19. Delete the introduction to Section A.13.1 and 1.a on page 19 in their entirety and replace with the following:

1. TCAP/WA and WA-Alt Report Designs

Beginning with the 2004 administration of the TCAP/WA, the Contractor is responsible for annually reviewing and updating the design of all reports, including individual, school, system and state reports, of TCAP/WA results in consultation with the State. Beginning with the 2006 administration of the TCAP/WA-Alt, the Contractor is responsible for annually reviewing and updating the design of all reports, including individual, school, system and state reports, of TCAP/WA-Alt results in consultation with the State. The reports must provide numeric, verbal, and graphic presentations of demographic information and assessment results that effectively communicate score interpretations to the intended audiences including students, teachers, parents, and the general public.

- a. At a minimum, the score reports must be updated to permit inclusion of scores produced for TCAP/WA and TCAP/WA-Alt, as well as data required by the federal government for reporting such results. Each administration will generate numerous reports and data files to be provided to students, classes, schools, systems and the State for students, parents, educators, and the general public.

20. Delete Section A.13.2.d on page 20 in its entirety and replace with the following:

- d. For each administration, The Contractor will supply the State with an electronic file compatible with State software containing all data which may be aggregated by grade for each school, system, and the State no later than June 1st each year. The Contractor will draft a format for this file for State approval. The State will revise as necessary due to changes in the programs from administration to administration. (See Attachment 2.)

21. Delete the introduction to A.15 on page 21 in its entirety and replace with the following:

Prompts developed for the TCAP/WA and TCAP/WA-Alt are secure test materials. All prompts are property of the State. Contractors will provide for State approval their plans for maintaining the security of the tests during development and implementation. The Contractor's security plan must meet the State's test security requirements. Contractors will describe in detail how the security of the electronic files and paper portions associated with the test will be maintained while they are in the possession of the Contractor for production and scoring. Contractors will also describe in detail how the security of the assessments will be maintained during printing.

22. Delete section C.1. Maximum Liability in its entirety and replace with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed five million one hundred nine thousand three hundred thirteen dollars and fifty four cents (\$5,342,959.54). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

23. Modify Section C.3 pages 25 through 27 as follows:

Service/Unit Milestone	Deliverables				
	1/01/04- 12/31/04	1/01/05- 12/31/05	1/01/06- 12/31/06	1/01/07- 12/31/07	1/01/08- 6/30/08
Production and Delivery of Ancillary Materials to the State					
On-line Prompt Sampler by August 15	Per Complete Prompt Sampler \$ 17,160	Per Complete Prompt Sampler \$ 17,675	Per Complete Prompt Sampler \$ 18,205	Per Complete Prompt Sampler \$ 18,751	Per Complete Prompt Sampler \$ 19,250
Pretest Brochure by second full week in November	n/a	Per Brochure \$ 0.20	Per Brochure \$ 0.21	Per Brochure \$ 0.22	Per Brochure \$ 0.23
Production and Delivery of Ancillary Materials to Systems					

Service/Unit Milestone	Deliverables				
	1/01/04- 12/31/04	1/01/05- 12/31/05	1/01/06- 12/31/06	1/01/07- 12/31/07	1/01/08- 6/30/08
Posttest Brochure by May 1	Per Brochure <u>\$ 0.24</u>	Per Brochure <u>\$ 0.25</u>	Per Brochure <u>\$ 0.26</u>	Per Brochure <u>\$ 0.27</u>	Per Brochure <u>\$ 0.28</u>
Production and Delivery of Test Materials to the State by December 1					
Secure Document Cover Sheet	n/a	Per Sheet <u>\$ 0.11</u>	Per Sheet <u>\$ 0.11</u>	Per Sheet <u>\$ 0.12</u>	Per Sheet <u>\$ 0.12</u>
Elementary Grade Test Directions	n/a	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.09</u>
Middle Grade Test Directions	n/a	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.09</u>
High School Test Directions	n/a	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.09</u>
Elementary Grade Prompt Sheet	n/a	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.09</u>
Middle Grade Prompt Sheet	n/a	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.09</u>
High School Prompt Sheet	n/a	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.08</u>	Per Sheet <u>\$ 0.09</u>
Braille Elementary Grade Test Directions With Accompanying Print Guide	n/a	Per test Directions <u>\$ 3.54</u>	Per test Directions <u>\$ 3.65</u>	Per test Directions <u>\$ 3.76</u>	Per test Directions <u>\$ 3.87</u>
Braille Middle Grade Test Directions With Accompanying Print Guide	n/a	Per test Directions <u>\$ 3.54</u>	Per test Directions <u>\$ 3.65</u>	Per test Directions <u>\$ 3.76</u>	Per test Directions <u>\$ 3.87</u>
Braille High School Test Directions With Accompanying Print Guide	n/a	Per test Directions <u>\$ 3.54</u>	Per test Directions <u>\$ 3.65</u>	Per test Directions <u>\$ 3.76</u>	Per test Directions <u>\$ 3.87</u>
Braille Elementary Grade Prompt Sheet With Accompanying	n/a	Per Prompt <u>\$ 3.54</u>	Per Prompt <u>\$ 3.65</u>	Per Prompt <u>\$ 3.76</u>	Per Prompt <u>\$ 3.87</u>

Service/Unit Milestone	Deliverables				
	1/01/04- 12/31/04	1/01/05- 12/31/05	1/01/06- 12/31/06	1/01/07- 12/31/07	1/01/08- 6/30/08
Print Guide					
Braille Middle Grade Prompt Sheet With Accompanying Print Guide	n/a	Per Prompt <u>\$ 3.54</u>	Per Prompt <u>\$ 3.65</u>	Per Prompt <u>\$ 3.76</u>	Per Prompt <u>\$ 3.87</u>
Braille High School Prompt Sheet With Accompanying Print Guide	n/a	Per Prompt <u>\$ 3.54</u>	Per Prompt <u>\$ 3.65</u>	Per Prompt <u>\$ 3.76</u>	Per Prompt <u>\$ 3.87</u>
Large Print Elementary Grade Test Directions	n/a	Per test Directions <u>\$ 2.29</u>	Per test Directions <u>\$ 2.36</u>	Per test Directions <u>\$ 2.43</u>	Per test Directions <u>\$ 2.50</u>
Large Print Middle Grade Test Directions	n/a	Per test Directions <u>\$ 2.29</u>	Per test Directions <u>\$ 2.36</u>	Per test Directions <u>\$ 2.43</u>	Per test Directions <u>\$ 2.50</u>
Large Print High School Test Directions	n/a	Per test Directions <u>\$ 2.29</u>	Per test Directions <u>\$ 2.36</u>	Per test Directions <u>\$ 2.43</u>	Per test Directions <u>\$ 2.50</u>
Large Print Elementary Grade Prompt Sheet	n/a	Per Prompt <u>\$ 2.29</u>	Per Prompt <u>\$ 2.36</u>	Per Prompt <u>\$ 2.43</u>	Per Prompt <u>\$ 2.50</u>
Large Print Middle Grade Prompt Sheet	n/a	Per Prompt <u>\$ 2.29</u>	Per Prompt <u>\$ 2.36</u>	Per Prompt <u>\$ 2.43</u>	Per Prompt <u>\$ 2.50</u>
Large Print High School Prompt Sheet	n/a	Per Prompt <u>\$ 1.26</u>	Per Prompt <u>\$ 1.30</u>	Per Prompt <u>\$ 1.34</u>	Per Prompt <u>\$ 1.38</u>
Large Print Answer Document	n/a	Per Document <u>\$ 1.28</u>	Per Document <u>\$ 1.32</u>	Per Document <u>\$ 1.36</u>	Per Document <u>\$ 1.40</u>
Test Administration Manual	n/a	Per Manual <u>\$ 0.93</u>	Per Manual <u>\$ 0.96</u>	Per Manual <u>\$ 0.99</u>	Per Manual <u>\$ 1.02</u>
Answer Document	n/a	Per Document <u>\$ 0.16</u>	Per Document <u>\$ 0.16</u>	Per Document <u>\$ 0.16</u>	Per Document <u>\$ 0.16</u>
Absentee Document	n/a	Per Document <u>\$ 0.08</u>	Per Document	Per Document	Per Document

Service/Unit Milestone	Deliverables				
	1/01/04- 12/31/04	1/01/05- 12/31/05	1/01/06- 12/31/06	1/01/07- 12/31/07	1/01/08- 6/30/08
			\$ 0.08	\$ 0.08	\$ 0.09
Teacher Headers	n/a	Per Header \$ 0.15	Per Header \$ 0.15	Per Header \$ 0.15	Per Header \$ 0.15
School Headers	n/a	Per Header \$ 0.57	Per Header \$ 0.59	Per Header \$ 0.61	Per Header \$ 0.63
Bar Code Labels	n/a	Per Label \$ 0.05	Per Label \$ 0.05	Per Label \$ 0.05	Per Label \$ 0.05

24. Add the following to page 27, Section C.3:

Scoring:					
Conduct Alt Anchor Setting Meetings by last week in February (Includes copying of responses and other services requested in section A.11.2 (a-1). Honoraria for Tennessee educators are budgeted at \$150.00 per day. Substitute teacher pay is budgeted at \$75.00 per day.)	Upon Completion N/A	Upon Completion N/A	Upon Completion \$ 40,500	Upon Completion \$ 42,120	Upon Completion \$ 43,800
Conduct Room Leader and Reader Training for ALT assessment by end of second full week in March	Upon Completion N/A	Upon Completion N/A	Upon Completion \$ 34,464	Upon Completion \$ 35,844	Upon Completion \$ 36,918

25. Delete Section E.1 in its entirety and replace with the following:

E.1. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Dr. Mary Reel
DEPARTMENT OF EDUCATION
Assessment, Evaluation and Research
TPS Campus/Hardison Building, 1252 Foster Avenue,
Nashville, TN 37243
Telephone Number: 615-741-0720
Fax Number: 615-532-6870

The Contractor:

Dr. Henry Scherich
MEASUREMENT INCORPORATED
423 Morris Street
Durham, NC 27701
Telephone Number: 919-683-2413
Fax Number: 919-683-1531

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

26. Add the following to Attachment 1:

TCAP-Alt WRITING ASSESSMENT RUBRIC

Scores from 6 to 1 reflect the range of excellence in the papers written in response to the assignment. Anchor and sample papers will illustrate both the limits and the diversity within each score level. Since each writing assignment places unique demands on students, readers should score the papers primarily in reference to the standards that emerge from the sample papers. The following broad categories, however, define the score ranges for any writing assignment and for any range of skills among the students responding.

SCORE OF 6

A 6 paper is OUTSTANDING. It demonstrates a high degree of proficiency in response to the assignment but may have a few minor errors.

An essay in this category:

- is well organized and coherently developed
- clearly explains or illustrates key ideas
- demonstrates syntactic variety
- clearly displays facility in the use of language
- is generally free from errors in mechanics, usage, and sentence structure

TCAP-Alt Adaptations:

- includes topic plus more clearly organized thoughts related to the prompt
- is clearly developed using relevant details
- demonstrates beginning, middle and end to the story

SCORE OF 5

A 5 paper is **STRONG**. It demonstrates clear proficiency in response to the assignment and may have minor errors.

An essay in this category:

- is generally well organized and coherently developed
- explains or illustrates key ideas
- demonstrates some syntactic variety
- displays facility in the use of language
- is generally free from errors in mechanics, usage, and sentence structure

TCAP-Alt Adaptations:

- has evidence of topic plus organized thoughts related to the prompt
- has varying sentence structure
- demonstrates stronger vocabulary

SCORE OF 4

A 4 paper is **COMPETENT**. It demonstrates proficiency in response to the assignment.

An essay in this category:

- is adequately organized and developed
- explains or illustrates some of the key ideas
- demonstrates adequate facility in the use of language
- may display some errors in mechanics, usage, or sentence structure

TCAP-Alt Adaptations:

- has evidence of topic plus thoughts - may lose focus
- has organization
- tells a story

SCORE OF 3

A 3 paper is **LIMITED**. It demonstrates some degree of proficiency in response to the assignment but it is clearly flawed.

An essay in this category reveals one or more of the following weaknesses:

- inadequate organization or development
- inadequate explanation or illustration of key ideas
- limited or inappropriate word choice
- a pattern or accumulation of errors in mechanics, usage, or sentence structure

TCAP-Alt Adaptations:

- generally responds to topic
- has beginning forms of sentence structure

SCORE OF 2

A 2 paper is **FLAWED**. It demonstrates limited proficiency in response to the assignment.

An essay in this category reveals one or more of the following weaknesses:

- weak organization or very little development
- little or no relevant detail
- serious errors in mechanics, usage, sentence structure, or word choice

TCAP-Alt Adaptations:

- responds to and/or copies from prompt
and
- has recognizable words present

SCORE OF 1

A 1 paper is DEFICIENT. It demonstrates fundamental deficiencies in writing skills.

An essay in this category contains serious and persistent writing errors or is incoherent or is undeveloped.

TCAP-Alt Adaptations:

- Student wrote something on the answer document - letters, scribbling, pictures, etc.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

Draft

IN WITNESS WHEREOF:

MEASUREMENT INCORPORATED:

Dr. Henry Scherich, President

Date

DEPARTMENT OF EDUCATION:

Lana C. Seivers, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

CONTRACT SUMMARY SHEET

RFS Number:	331.114-007	Contract Number:	FA-0415322-01
State Agency:	Department of Education	Division:	Evaluation and Assessment
Contractor:		Contractor Identification Number:	
Measurement Incorporated		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	V56-1264255

Service Description

For the provision of scoring the Writing Assessment papers and printing the materials

Contract Begin Date	Contract End Date
January 1, 2004	June 30, 2008

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
331.36	440	083	25	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
04	\$896,107.23	\$0	\$0	\$0	\$896,107.23
05	\$803,785.92	\$176,796.00			\$980,581.92
06	\$853,964.85	\$182,100.00			\$1,036,064.85
07	\$1,069,690.20	\$187,563.00			\$1,257,253.20
08	\$746,116.34	\$193,190.00			\$939,306.34
Total:	\$4,369,664.54	\$739,649.00			\$5,109,313.54

CFDA #		Check the box ONLY if the answer is YES
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)
Name: Mary Reel, Director of Evaluation & Assessment Address: 710 James Robertson Parkway Phone: Nashville, TN 37243 615-532-3027	Is the Contractor a VENDOR? (per OMB A-133)	
	Is the Fiscal Year Funding STRICTLY LIMITED?	
	Is the Contractor on STARS?	
Procuring Agency Budget Officer Approval Signature <div style="text-align: center;"> </div>		Is the Contractor's FORM W-9 ATTACHED?
		Is the Contractor's Form W-9 Filed with Accounts?

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →	6/30/08	6/30/08	
FY: 04	\$896,107.23	\$0	
FY: 05	\$803,785.92	\$176,796.00	
FY: 06	\$853,964.85	\$182,100.00	
FY: 07	\$1,069,690.20	\$187,563.00	
FY: 08	\$746,116.34	\$193,190.00	
Total:	\$4,369,664.54	\$739,649.00	

SEP 27 2004

RECEIVED
 2004 SEP -3 PM 2:34
 COMPTROLLER'S OFFICE
 OFFICE OF
 MANAGEMENT SERVICES

CONTRACT SUMMARY SHEET

Contract Number	331.114-007	Contract Number	FA-04-15 822-00
State Agency	Department of Education	Division	Evaluation and Assessment
Contractor	Measurement Incorporated	Contractor Identification Number	56 1264255
		x	V-
			C-

Service Description
 For the provision of scoring the Writing Assessment papers and printing the materials

Contract Begin Date	January 1, 2004	Contract End Date	June 30, 2008
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Allotment Code	331.11	Cost Center	730-04	Object Code	83	Fund	25	Grant	on STARS	Grant Code		Subgrant Code	
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FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount include All Amendments
04	\$896,107.23				\$896,107.23
05	\$803,785.92				\$803,785.92
06	\$853,964.85				\$853,964.85
07	\$1,069,690.20				\$1,069,690.20
08	\$746,116.34				\$746,116.34
					\$0.00
Total	\$4,369,664.54	\$0.00	\$0.00	\$0.00	\$4,369,664.54

CEPA Number		Check the box (below) ONLY if the answer is YES	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Ben Brown		Is the Contractor a VENDOR? (per OMB A-133)	x
Address: 710 James Robertson Parkway, Nashville, TN		Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone: 615-532-4770		Is the Contractor on STARS?	x
Procuring Agency Budget Officer Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractor's Form W-9 Filed with Accounts?	x

Funding Certification
 Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
End Date		
FY	MANAGEMENT SERVICES	
FY	COMPTROLLER'S OFFICE	
FY	2004 MAR - 4 AM / 16	
FY	RECEIVED	
FY		
FY		
Totals	\$0.00	\$0.00

MANAGEMENT SERVICES
 OFFICE OF
 COMPTROLLER'S OFFICE
 PROCESSED
 2004 FEB 19 AM 7:12
 RECEIVED
 MAR 12 2004
 DIRECTOR OF